Case Mr. 10 Francis Case M Document 20-10 Filed 07/01/2008 Page 1 of 30

Acciptance of terras. The photographs which are subject of this agreement are sent an the condition that the terms stated below are ogreed to in full Helding photographs beyond five days constitutes acceptance of those terms, including agreement to the liquidated damages provision. If you do not agree to all the terms of this agreement, please return all photographs at once.

- Copyright protection/credit line. Client acknowledges that Michael Grecco Photography owns the copyright to the photographs and agrees

 - of For non-editorial use, client will provide copyright protection by placing proper copyright honce on any use, Proper notice is © (year) Michael Grecco. For editorial use, a credit line in the form & (year) Michael Grecco shall appear adjacent to at within the photograph itself in type no smaller than that of related tex. railure to include the foregoing shall result in a neble fee. Client acknowledges that such treble fee is fair and reasonable for the lass of recognition and lack at copyright protection resulting from the failure to give proper copyright notice or credit line.
- Scope of license. Rights granted are for one use only faxduding buy outs). Rights granted under this license may not be assigned or transferred without writen 3 permission. Materials may not be reproduced, costeed, projected, commonlized as otherwise used without express written consent. No rights are granted writi payment is received by Michael Grecco Photography.
- 4 Model releases. No model releases exist unless specified by Alichae Grecco Photography. Client acknowledges the Michael Grecco Photography makes no
- Notice and copies, Client will provide Michael Grecco Photography with details of all photographs before use and provide Michael Grecco Rholography
- Return of photographs. All photographs shall be returned undamaged within 30 days of client's receipt unless specifically agreed otherwise in writing by Michael Greeco Photography. Return of photographs must be by registered mail, air treight or bonded messenger, in all cases fully insured with return receipt requested. Client relates responsibility for sa's return of photographs and liability for damage thereto until received by Michael Grecco Photography or his authorized agent. All pholographs not returned within 30 days of receipt by the client will be subject to a holding charge of \$5.00 per week per timage
- Lost or damaged photographs. The parties atknowledge that it is difficult and impractical to determine the exact value at each photograph subject to this agreement. Unstafors the padies agree that the reasonable value of each original photograph loss, damaged or altered \$1,500.00 per photograph whese another yaking is algreed an in writing. The parkers also agree that \$100,00 is a reasonable test for each lost or damaged duplicate photograph of which Michael Grecco Pholography holds the undomoged original -Acceptance of this Uguidated demoges provision by client is a malerial consideration for delivery 8.
- Vicarious responsibility. Client accepts responsibility and liability for all acts of its employees, ugents, assigns, messengers, printers, shippers, researchers and all
- Indomnity. Client agrees to hold Michael Greece Photography and any other photographer harmless and to indemnify them from all claims, kiabilities, damages and expenses, including reasonable attarner's fees, arising out of any use of photographs supplied by Michael Grecco Photography including, but not limited 10 Default
 - al All bills are due immediately upon renegra of the described photographs and must be paid before any use is made of photographs supplied. Use prior to full payment, or any misuse, damage or loss of photographs, will be a default under this agreement
 - b) Interest on any defaulted amount will occur from the date of Service, misuse, damage, loss or any other event will paid in full. bt a rate of 1.35% monthly or the maximum rate permitted by the
 - A take charge of 1.65% mostly of the defaulted amount due but not paid will as assessed on the default. This lote charge is Intended by both parties as fair compensation to Michael Grecco Photography for the inconvenience occasioned by the default
 - d) All cost of collection of defaulted accounts, including interest and late charges, will be charged to client as an addition to the amount payable. These costs of collection include but one car limited to, reasonable attorney's their and court costs.
- 11. Governing law. This agreement is governed by the laws of the state of California.
- 1.2. Attorney's fees, in the event of intigation between parties to this agreement concerning the subject of this agreement, the prevailing party will be entitled to
- 13. Water. No action of Michael Grecoa Photography other than a written water may be construed as wolving any part of this agreement, and no written water may be construed as any ving any part of the agreement servand what it specifically covers 11. Arbitetition
 - a) Any controversy between the porties regarding the construction or application, and any claim arising out of this agreement of its default or breach, will be submitted to binding profitation on written request by one party to the other.
 - b) The parties will each appoint one parson to hear and determine the dispute. These two arbitrators will chaose a third arbitrator whose decision will be binding on both parties. The cost of any arbitration will be allocated among the parties in the proper proportions decided by the orbitrators, based on the marits of the case and each party's good faith efforts to handle the dispute.
 - The arbitrators will be governed and enforced under the provisions of the Colifornia Arbitration Law, Code of Cityli Procedure sections 1280 and following for any other similar successor statutof.
- 15. Estimates. All expense assimptes are subject to normal trude yetiance of 10%
- 1) a. Contyright Juriseliction. Client hereby expressly consents to the jurisdiction of the Federal courts with respect to dulins by Michael Grecco Photography
- 17 Overtime. In the event or shoot extends beyond eight (8) consecutive hours, Michael Grecco Photography may charge for such excess time of assistants
- 18. Reshoots, Client will be charged 100% fee and Expenses for any reshoot required by Client. For any reshoot required because of an act of God or the lault of a hird party, Michael Grecco Photography will charge no additional fee and Client will pay all expenses. If Michael Grecco Photography charges for special contingency insurance and is paid in full for the shoot. Client will not be charged for any expenses covered by insurance. A list of exclusions from such 19. Cancellations and postponements.
 - a) Client to responsible for payagen of all expenses incurred up to the time of cancellation, plus 50% of Michael Grecco Photography's fee. If notice of contellation is given less than two (2) business days before the shoot date. Client will be charged TOC% less.
 - b) Weather postportements. Unless otherwise agreed, Client will be charged, 100% live if postponement is due to weather conditions while on
- 20. Separability. If any provision is found unenforceable, the remaining terms will be unaffected and will remain in lorce.
- 21. Time is of the essence: Time is at the essence with inspect to payment and culture of materials.
- 22. Buy outs. Notwithstanding any of the foregoing, "buy quits" entitle client to multiple uses of the photos with copyright notices whenever published. Commercial exploitation of any part of any photo in any form is strictly prohibited.
- 23. Entire agreement. This agraement contains the entire agreement between client and Michael Grecco Phalography. It supersedes all other agreements. aral and written, between them with respect to the photographs, and no other agreement between them lot the subject mother at this agreement is valid

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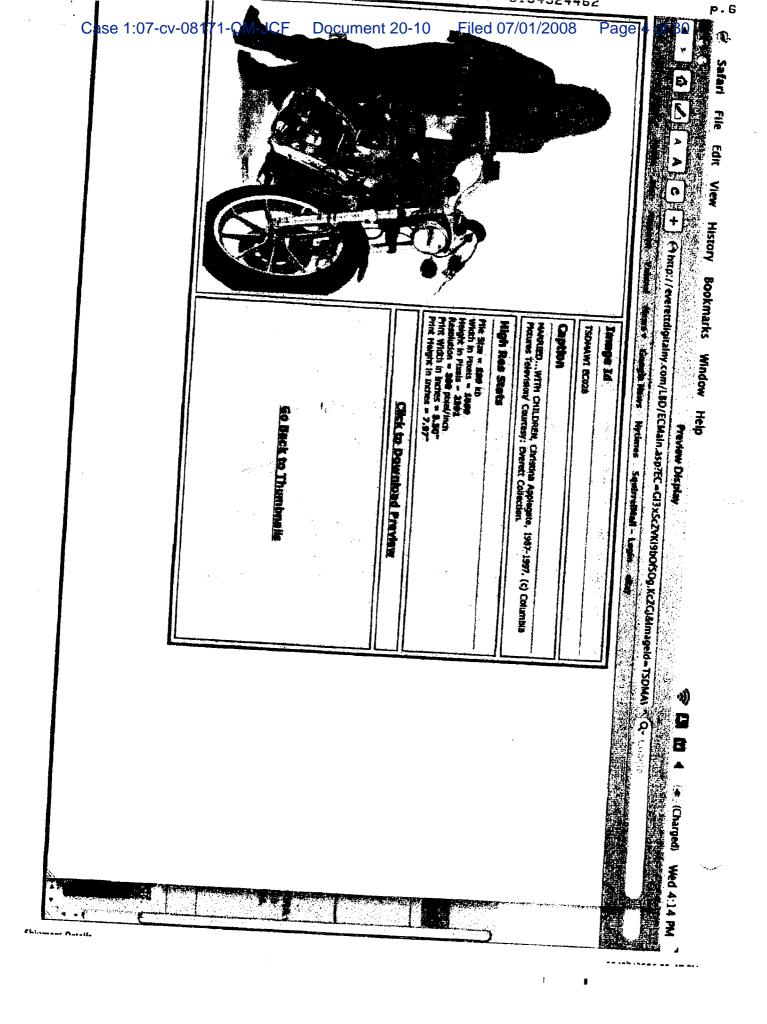
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SE WASHINGTON, DC 205596000

US

202-707-8239

Michael Grecco MGP, INC 1701 PIER AVENUE SANTA MONICA, CA 90405

US 3104524461 798555368530

legal & professional Dec 04 2006

Service Type: Standard Overnight Package Type: Pickup/Drop Off:

Weight: Dimensions:

Declared Value: Shipper Account Number:

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                                                                                  Name: Michael Grecco
                                                                               Company Name: MGP, INC
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'Case 1:07-cv-08171-CM-JCF

SANTA MONICA CA 90405 TELEPHONE 310,452,4461 FACSIMILE 310.452.4462 EMAIL micheel@greccopheto.com

FAX

DATE:

November 14, 2007

TO:

Edward Greenberg

FACSIMILE #:

212-697-2528

FROM:

Rebecca Shulman

REGARDING:

PAGE 1 OF:

PRO

Dear Edward Greensburg,

Please find to follow a copy of the original package that was send to the copy right office for the Luke Perry photographs. Along with a copy of the client invoice and usage terms from the job.

Please let me know if you need anything else.

All the best,

Rebecca D. Shulman

ASSI	GNM	ENT	INV	OICE

TO: CAROL LEFLUFY EDITOR			: OUTLEFC
OUTLINE PRESS		INVOI	JE# 148
596 BROADWAY, 11th FLOOR		DATE:	1/12/1990
NEW YORK NY 10012		JOB#	VIA OUTLIN
212-226-8790	SOC. SEC.#127-48-1814		

FOR:

THE HOSTS OF "TOTALY HIDDEN VIDEO" FOR FOX TELEVISION ON 9/6/90. ALSO SHOT WAS LUKE PERRY OF "THE CLASS OF BEVERLEY HILLS" FOR PUBLICITY USE.

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- PAYMENT \$3,253.72 = **BALANCE** \$0.00 MICHHEL GRECCO PHOTOGRAPH 3104524462

Filed 07/01/2008 Page 9 of 30 Case 1:07-cv-08171-CM-JCF Document 20-10

TERMS AND CONDITIONS

- 1. Acceptance of terms. The photographs which are subject of this agreement are sent on the condition that the terms stated below are agreed to in full. Holding pholographs beyond five days constitutes acceptance of these terms, including agreement to the liquidated damages provision.
- If you do not agree to all the terms of this agreement, please never all priolographs of asse.

 Copyright protection/credit line. Client acknowledges that Michael Grecco Photography owns the copyright to the photographs and agrees. to take all necessary precontions to liable protection of such copyright.
 - a) For non-edifficiouse, client will provide copyright protection by placing proper appropriationics on any use. Proper notice is @ (year) Michael Grecco.
 - b) for advocing use, a credit line in the form \$1,000 Wichbell Greece, shall appear adjacent to it within the printagraph itself in type no smaller than that an extraction of within the printagraph itself in type no smaller than that are already and reasonable for the lass of recognition and lack of copyright presention resulting from the failure in give proper copyright makes or prediction.
- Scope of license. Rights granted ase for one use only leadleding buy outs). Rights granted under this license may not be assigned or manufacted without written permission. Materials may not be reproduced, copied, projected, cannibolized of otherwise used without express written consent. No rights are granted until payment is received by Michael Greeco Phistography.
- 4 Model releases. No model releases exist unless specified by Michael Grecch Photography: Cirent acknowledges that Michael Grecco Photography makes no warranty of model release tay photographs supplied under this agreement.
- Notice and copies, Glient will provide Michael Grecco Photograp ty with details of all photographs before use and provide Michael Grecco Photography with two free copies of all pholographs appearing in print within seven days of phinting.
- 6. Return of photographs. All photographs shall be returned undamaged within 30 days of client's receipt which specifically agreed otherwise in writing by Michael Greech Photography, Return of photographs must be by registered mail or freight or bonded messenger, in all cases fully insured with return receipt requested. Client retains responsibility for sole return, of photographs and liability for damage thereto unit received by Michael Grecco Photography or his authorized agent. All photographs not returned within 30 days at receipt by the clien, will be subject to a holding charge of \$5.00 per week per image. unless otherwise ogreed in writing.
- Less or damaged photographs. The parties acknowledge that It is difficult and impractical to determine the exact value of each photograph subject to this agreement. Therefore this porties agree that the remonable value of each original photograph loss, damagest or obsered is \$1,500,00 per photograph whilese another value a detect on in writing. The porter also agree that \$100,00 is a respectable test for each lost or demograd duplicate photograph of which Michoel Grecco thorography holds the undamography original. Accompand of this light before demonstrated the property of the pr
- by Michael Grecco Photography to the client of photographs governed by this agreement.

 Vicandia responsibility. Client people responsibility and habitity for all acts of the analogous, agains, assigns, messages, printers, shippers, researchers and all. Streets acting at its request or on its behalf
- 9. Indismaily. Client agrees to hold Michael Grecos Photophy and any other photographier tramiles, and to trademary them from all claims Sighilities, demages and expension, including reasonable attorney's less arising out of employed the supplied by Michael Grecon Photography including, but not limited te those arising from misuse of photographs, privacy claims and lack of model releases
 - al All bills are the immediately upon receipt of the described photographs and must be participating any use is made of photographs
 - supplied. Use pries to lyll poyment, or unyenisuse, domage p, toss of photographs, will be a default under this agreement.

 b) Interest on any defaulted princum will accur from the date of first use, influse, damage, lose or any other event will book in full, at a rate of 1.00% monthly or the maximum rate permitted by Ety.
 - A lots charge of 1.05% monthly of the defaulted amount que busines paid will be assessed an the default. This late charge is intended by both portion as lair compensation to Michael Greece Photography libit the inconvenience occasioned by the default and the cost of confying a defaulted a coount?
 - d) All cost of collection of defouted accounts, including the rest and late charges, will be charged by clean as an addition to the amount payable. These basis of adjection include but are not limited to, reasonable pitchney's feet and court posts:
- Governing law. This agreement is governed by the love of the state of Collifornia .
- 12. Assumely a feat, in the event of Migorian between portion or this organization described to subject of this organization, the programmy will be entitled to recover reasonable attorney's feet and the cost of suit from the other party.

 13. Walver. No action of Michael Gracia Photography other than a written wolver, may be construed any part of this agreement, and no written
- may be construed as working any port of the agreement beyond what it specifically covered
- 14. Arbitration,
 - a) Any controversy between the parties tegarding the construction of applications and any claim arising out of this agreement of
 - its default or breach, will be submitted to birding arbitration on written request by any party to the other.

 b) The parties will each appoint one person to liebt and determine the stispute. These two arbitrators will chapte a third arbitrator. whose decision will be biselfing on both porties. The cost of any arbitration will be allocated among the parties in the proper proportions decided by the orbitrarys, based on the men's of the case and each party good falls afforts to handle the dispute.
 - d The orbitalors will be governed and enloced under the populaions of the California Arbitation tow. Code of Civil Procedure sections 3280 and following for any other strailor successor status
- 15. Estimates. All expense estimates are subject to normal trade pariatice al 10%
- 17 4. Copyright surjediction. Chent hereby expressly consents to the jurisdiction of the Federal courts with respect to claims by Michael Grecco Photography nder the Contright Ac of 1976, or amended
- 17. Overtimes. In the events stroot extends beyond eight (B) consecutive hours, Michael Grecco Photography may charge for such excess time of assistants and freelance staff ou the rate of one and one half their hourly rates.
- 18. Reshoots. Client will be charged 100% fee and dispenses for any reshoot required by Client. For any reshoot required because of art act of God or the fault of a third pany, Michael Grecco Photography will charge up additional fee and Client will pay all despenses. If Michael Grecco Photography charges for special confingently insurdance and is paid to full for the shoot. Client will har be shouged for any expenses covered by insurfance. A list of exclusions from such insurance will be provided on request, or
- 19. Cancellations and postponer
 - a) Client is responsible for payment of all expenses incurred up to the time of concollation; plus 50% of Michael Oroccas Photography's lea. if notice of cancellation is given less than thro (2) business days before the shoot date. Client will be charged 1,00% fire
 - b) Weigher postponements. Unless otherwise agreed, Client will be charged, 100% fee it postponement is due to weather conditions while an location and 50% fee if pastpanement occurs before departure to location.
- 20. Severibility. If only provision is found premoregable, the remaining terms will be undiffected and will remain in force,
- 21. Time is of the essence. Time is of the assence with respect to payment and return of materials.
- 22. Bay courts. Notwithstanding any of the foregoing, "buy outs" entitle client to multiply uses of the photos with copyright notices whenever published.

 Commercial exploitation of any part of any photo in any form is strictly prohibited.
- 23. Entire agreement, Talls agreement compains the entire agreement between client and Michael Grecco Phosography. It supersedes a John agreements oral and written, between them with respect to the photographs, and no other agreement between them for the subject motion of this agreement is valid or biriding. This ogreement may be modified only in a writing signed by both posters.

CERTIFICATE OF REGISTRATION



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this proceeds at the Control of the proceeds. part of the Copyright Office records.

REGISTER OF COPYRIGHTS

For a Work of the Vieusi Arm UNITED STATES COPYRIGHT OFFICE

VA 1-220-303

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Santa Monica, CA 90405		•
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Emall > michael@michaelgrecco.com	101014024402	
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MICHAEL GRECCO PHOTOGRAPHY, INC. 5073

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STR. 34

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FEE CHANGES
Fees are effective through June 30, 2002. After

FORM VA

For a Work of the Visual Arts

Fees are that date	effective through June 30, 2002. After , check the Copyright Office Website	For a Work of the Visual Arts UNITED STATES COPYRIGHT OFFICE
at www.	oc.gov/copyright or call (202) 787- current fee information.	REGISTRATION NUMBER
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	PREVIOUS OR ALTERNATIVE TITLES ▼	
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MORE ON BACK > • Complete att applicable spaces (numbers 5-9) on the reverse alide of this page.

See delated instruction.

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Case 1:07-cv-08171-CM-JCF Document 20-10 Filed 07/01/2008 Page 14 of 30 EXAMINED BY FORM VA CHECKED BY CORRESPONDENCE FOR COPYRIGHT Yes USE ONLY DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET. PREVIOUS REGISTRATION Has registration for this work, or for an earlier vention of this work, already been made in the Copyright Office? ☐ Yes CXNo If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼ a. \Box This is the first published edition of a work previously registered in supublished form. b. \square This is the first application submitted by this author as copyright claimant. c. [] This is a changed version of the work, as shown by space 6 on this application. If your answer is "Yes," give: Previous Registration Number V Year of Registration V. DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation a. Prendsting Material Identify any preexisting work or works that this work is based on or incorporates. b. Maderial Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZiP ▼ Michael Grecco Michael Grecco Photography, Inc. 1701 Pier Avenue Santa Monica, CA 90405 Area code and dayline telephone number > (310 452-4461 Fex number ▶ (310) 452-4462 **Emali** ▶ michael@michaelgrecco.com CERTIFICATION* I, the undersigned, hereby cartify that I am the author check only one b other copyright claimant owner of exclusive right(s)

Michael Grecco Photography, Inc. ne of eather or other copyright claiment, or cremer of exclusive right(s) A of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge. Typed or printed name and date ♥ if this application gives a date of publication in space 3, do not sign and submit it before that date. Michael Grecco, President 8/18/03 Date Handwritten signature (X) ▼

Certificate will be mailed in window епуеторе to this address:

Michael Grecco Photography, Inc. Number/Street/Act V 1701 Pier Avenue Library of Congre Copyright Office 101 Independence Santa Monica, CA 90405

17 U.S.C. § 506(e): Any person who knowingly makes a with the application, shall be fined not more then \$2,500. ation of a material fact in the application for copyright registration provided for by section 409, or in any written states

June 1986-100,000 WEB PIEV: June 1899

Document 20-10 Filed 07/01/2008 Page 15 of 30

Case 1:07-cv-08171-CM-JCF

Track/History Address Book Preferences Fast Ship Reports

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Quick help

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From

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Home

JOY MANSFIELD COPYRIGHT OFFICE

101 INDEPENDENCE AVE, SE

WASHINGTON. DC 205596000

US

202-707-8239 MICHAEL GRECCO

MGP. INC

1701 PIER AVENUE SANTA MÓNICA,CA 90405

US

3104524461 790874318940

Tracking Number: Your reference Ship date: Type of service:

copyright Aug 18 2003 Standard Overnight

Type of Package: Pickup/Drop Off Total Weight:

Dimensions: Declared Value:

Shipper Account Number: Bill Shipment To: Courtesy Rate Quote*:

List Rate

Effective net discount

Shipment Type:

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FedEx Envelope

Drop Off 1 LBS OXOXO

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Signature Required

Express

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Please Note

'The courtesy rate shown here may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.

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Case 1:07-cv-08171-CM-JCF Document 20-10 Filed 07/01/2008 Page 17 of 30 P. 1

FAX

DATE:

November 14, 2007

TO:

Edward Greenberg

FACSIMILE #:

212-697-2528

FROM:

Rebecca Shulman

REGARDING:

PAGE 1 OF:

26

Dear Edward Greensburg.

Please find to follow a copy of the original package that was send to the copy right office for the Frankenstein photographs. Along with a copy of the client invoice and usage terms from the job.

Please let me know if you need anything else.

All the best,

Rebecca D. Shulman

Please note these were send on a disk and you receive a copy of the disk in the am.

ASSIGNMENT INVOICE

TO:

Maggie

Hamilton

Hamilton Gray & Associates 3519 West Sixth Street Los Angeles CA 90020 213-380-3933

INVOICE# 2863 DATE: 7/14/04

P.O.#

JOB: Frankenstein

JOBFOR:

Elisabeth Sinsabaugh / USA Networks

DESCRIPTION: For photographing the movie Frankenstein in New Orleans from June 20th to the 22nd.

USE:

Exclusive unlimited usage rights are granted to the client only. These rights may not be transferred to a third party. Licensor retains the copyright to all Images and the right to use any Images or derivative work for portfolio and promotional use.

FEE:

1 day(s) creative fee @ \$5,625.00		
1 day(s) preparation @ \$2,812.50		\$5,625.00
1 day(s) traveling @ \$1,125.00		\$2,812.50
7,7 20,00		\$1,125.00
LABOR:	FEE TOTAL	\$9,562.50
3 day(s) assistant #1 with taxes and overtime @ \$467.96		
uay(s) assistant #2 with taxes and overtime @ \$449.00		\$1,403.88
1.00 day(s) assistant #3 with taxes and overtime \$448.99		\$448.99
2448'88		\$448.99
MATERIALS:	LABOR TOTAL	\$2,301.86
1 digital capture, contact sheets, hard drives, travel time @ \$5	400.00	
20		\$5,462.00
PRODUCTION:	MATERIALS TOTAL	\$5,462.00
Equipment rentals: digital equipment, strobe, and grip equipment		
expericables, tape, gels, fillers, batteries cinefoil etc	I GI I L	\$1,090.00
Catering & crew meal(s) with producers and talent		\$100.00
Airfare with extra baggage		\$768.02
Hotel		\$4,040.00
Van rental(s)		\$909.61
Gratuities		\$253.65
Taxis for 2 sets of people with 23 cases total		\$249.00
Phone, faxes & cell charges: local & long distance.		\$304.00
TERMS: Full payment is shared a long distance.		\$45.70
TERMS: Full payment is due upon receipt of this invoice. Final billing reflects actual, not estimated expenses, plus applicable	PRODUCTION TOTAL	\$7,759.98
TOTAL THE LOGS WILL CHARGES IN THIS INVOICE DES FOR AND TOTAL	SUBTOTAL	\$25,086.34
and/or licensing described above. Fees for licensing of additional available rights will be quoted upon request. A late	SALES TAX @ 0.00%	\$0.00
payment charge of 1.5% per month applies after 7/24/2004.	FINAL TOTAL	\$0.00 \$25,086.34
772472004,	ADVANCE	
	ADVANCE	\$25,086.34
Michael Grecco, President (Licensor) Date	BALANCE U.S.	\$0.00

Please make checks payable to "Michael Grecco Photography Inc.", E.I.N.: 95-4664141.

TETREL GRECCO PHOTOGRAPH 3104524462

Case 1:07-cv-08171-CM-JCF Document 20-10 Filed 07/01/2008 Page 19 of 30 P. 3 ALL SERVICES AND LICENSES OF LICENSOR ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

- 1. DEFINITIONS: This Agreement is by and between Michael Grecco Photography, Inc., a California corporation ("Licensor") and the commissioning party (the "Client" named on the front of this Agreement, which includes Client's representatives). Licensor's relationship with Client is that of an independent contractor. "Image(s)" means the visual and/or other forms of materials or digital information supplied by Licensor to Client. Licensor is the sole creator of the Image(s). The Image(s) are Licensor's Interpretation, rather than a literal copy of any concepts or layouts provided to Licensor by Client. "Service(s)" means the photography and/or related digital or other services described on the front of this Agreement that Client is specifically commissioning Licensor to perform pursuant to this Agreement. "Transmit" or "Transmission" means distribution by any device or process whereby a copy of an Image is fixed beyond the place from which it was sent. "Copyright Management Information" means the name and other identifying information of Licensor, terms and conditions for uses of the Images, and such other information that Licensor may prescribe.
- 2. FRES, CHARGES AND ADVANCES: Client and Client's representatives are jointly and severally responsible for full payment of all fees, charges and advances. The righta licensed, fees, charges and advances set forth in this Agreement apply only to the original specification of the Services. Additional fees and charges shall be paid by Client for any subsequent changes, additions or variations requested by Client. All advance payments are due prior to production.
- 3. POSTPONEMENTS AND CANCELLATIONS: If Client postpones or cancels any photography "shoot date" or other Service, in whole or in part, without first obtaining Licensor's written consent. Client shall pay Licensor 50% of Licensor's quoted fees. If Client postpones or cancels with fees than two business days' prior written notice to Licensor, Client shall pay 100% of Licensor's quoted fees. Client shall in any event pay all expenses and charges incurred in connection with any postponed or canceled shoot date or other Service.
- 4. FORCE MAJEURE: Licensor shall not be in default of this Agreement by reason of its delay in the performance of or failure to perform, in whole or in part, any of its obligations hereunder, if such delay or failure results from occurrences beyond its reasonable control and without its fault or negligence. Client will pay 100% of Licensor's daily weather delay fee (as set forth on the front of this Agreement) for any delays due to weather conditions or any acts or occurrences beyond Licensor's reasonable control, plus all oharges incurred.
- 5. CLIENT APPROVAL: Client is responsible for having its authorized representative present during all "shooting" and other appropriate phases of the Service(s) to approve Licensor's interpretation of the Service(s). If no representative is present, Licensor's interpretation shell be accepted. Client shall be bound by all approvals and job changes made by Client's representatives.
- 6. OVERTIME: In the event any Services extend beyond eight consecutive hours in one day. Client shall pay overtime for crew members and assistants at the rate of 1-1/2 times their hourly rates or fees, and if the Services extend beyond 12 hours in one day. Client shall pay overtime for crew members and assistants at the rate of double their regularly hourly rates or fees.
- 7. RESHOOTS: Client shall pay 100% of Licensor's fees and charges for any reshooting or redoing of Services requested by Client. If the Image(s) become lost or unusable by reason of defects, demage, equipment mattunction, processing, or any other technical error, prior to delivery of the Image(s) to Client, Licensor will perform appropriate Service(s) again without additional fees, provided Client advances and pays all charges, and pays all fees and charges in connection with the Initial Services
- 8. LIMITATION OF LIABILITY AND INDEMNITY: Even if Client's exclusive remedy fails of its essential purpose, Licensor's entire liability shall in no event exceed the license fee paid to Licensor. UNDER NO CIRCUMSTANCES SHALL LICENSOR BE LIABLE FOR GENERAL, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING FROM THIS AGREEMENT, THE SERVICE(S), THE IMAGE(S) OR ANY ACTS OR OMISSIONS OF LICENSOR. Client shall indemnify, defend and hold Licensor and Licensor's representatives harmless from any and all claims, liabilities, damages, and expenses of any nature whatspever, including actual attorneys' fees, costs of investigation, and court costs arising from or relating to Client's direct or indirect use of the Image(s) or in connection with Licensor's reliance on any representations, instructions, information, or materials provided or approved by Client.
- 9. RIGHTS LICENSED: The licensed rights are transferred only upon: (a) Client's acceptance of all terms contained in this Agreement, (b) Licensor's receipt of full payment, and (c) the use of proper copyright notice and other Copyright Management Information requested or used by Licensor in connection with the image(s). Licensor is willing to license the image(s) to Client only upon the condition that Client accepts all of the terms of this Agreement. Unless otherwise specifically stated on the front of this Agreement, all licenses are non-exclusive, the duration of any license is one year from the date of Licensor's invoice and is for English language use in the United States of America only. Licensor reserves all rights in the Image(s) of every kind and nature, including, without limitation, electronic publishing and use rights, in any and all media, throughout the world, now existing and yet unknown, that are not specifically licensed or transferred by this Agreement. No license is valid

- unless signed by Licensor. Client shall not assign any of its rights or obligations under this Agreement. This Agreement shall not be assignable or transferrable without the prior written consent of Licensor and provided that the assignee or transferee agrees in writing to be bound by all of the terms, conditions, and obligations of this Agreement. Any voluntary assignment or assignments by operation of law of any rights or obligations of Client shall be deemed a default under this Agreement allowing Licensor to exercise all remedies including, without limitation, terminating this Agreement, the right to all net worth or financial information of any assignee and the fullest extent of adequate assurances of future performance. Upon request by Licensor Client shall provide Licensor with a full and complete disclosure of any and all uses of each Image and provide Licensor with two (2) copies, without charge, of each and every use of each Image.
- 10. RETURN OF IMAGE(8): Client assumes all risk for all image(s) supplied by Licensor to Client, from the time of Client's receipt, to the time of the safe return receipt of the Image(s) to the possession and control of Licensor. If no return date appears on the front of this Agreement or on any related delivery memo. Client shall return all Image(s) in undamaged, unaltered and unretouched condition within 30 days after the first publication or use of the Image(s), whichever occurs first.
- 11. LOSS OR DAMAGE: IN CASE OF LOSS OR DAMAGE OF ANY ORIGINAL IMAGE(S), CLIENT AND LICENSOR AGREE THAT THE REASONABLE VALUE OF EACH ORIGINAL IMAGE IS \$2,500. Once original Image(s) are lost or damaged it is extramely difficult and impracticable to fix their exect individual value. Accordingly, Licensor and Client agree that the reasonable liquidated value of each original Image is \$2,500. Client agrees to pay Licensor's 2,500 for each lost or damaged original Image and Licensor agrees to limit Licensor's claim to that amount without regard to the actual value of such Image. An Image shall be considered an original if no high reproduction quality duplicate of that Image exists.
- 12. PAYMENT AND COLLECTION TERMS: Invoices from Licensor are payable upon receipt by Client. The unpaid amount of any invoice, within 10 days of the mailing date of the invoice, will incur a late payment charge of 1-1/2% per month but not in excess of the lawful maximum. In any action to enforce the terms of this Agreement, the prevaiting party shell be entitled to recover their actual attorneys' fees, court costs and all other nonreimbursable litigation expenses such as expert witness fees and investigation expenses. No lawsuits pertaining to any matter arising under or growing out of this Agreement shall be instituted in any place other than the state of Licensor's principal place of business.
- 1.8. TAX: Client shall pay and hold Licensor harmless on account of any sales, use, or other taxes or governmental charges of any kind, however denominated, imposed by any government, including any subsequent assessments, in connection with this Agreement, the Image(a), the Service(s) or any income earned or payments received by Licensor hereunder. To the extent that Licensor may be required to withhold or pay such taxes Client shall promptly thereafter furnish Licensor with funds in the full amount of all the sums withheld or paid.
- 14. RELBASES: NO MODEL, PROPERTY, TRADEMARK, OR OTHER SUCH RELEASE EXISTS FOR ANY IMAGE(S) UNLESS LICENSOR SUBMITS TO CLIENT A SEPARATE RELEASE SIGNED BY A THIRD-PARTY MODEL OR PROPERTY OWNER.
- 16. ELECTRONIC RIGETS: No electronic publishing or use of any kind is licensed unless specifically stated on the front of this Agreement. The use rights reserved by Licensor include, without limitation, all rights of publication, distribution, display or Transmission in electronic and digital media of any kind, now existing and yet unknown. Any rights licensed by Licensor for any publication in a collective work exclude all use rights for any kind of revision of that collective work including any later collective work in the same series.
- 18. MODIFICATIONS, GOVERNING LAW AND MISCELLANEOUS: This Agreement sets forth the entire understanding and agreement between Licensor and Client regarding the Service(s) and/or the image(s). This Agreement supersedes any and all prior representations and agreements regarding the Service(s) and/or the Image(s), whether written or verbal. Neither Licensor nor Client shall be bound by any purchase order, term, condition, representation, warranty or provision other than as specifically stated in this Agreement. No waiver or modification may be made to any term or condition contained in this Agreement unless in writing and signed by Licensor. Waiver of any one provision of this Agreement shall not be deemed to be a waiver of any other provision of this Agreement. Any objections to the terms of this Agreement must be made in writing and delivered to Licensor within ten days of the receipt of this Agreement by Client or Client's representative, or this Agreement shall be binding. Notwithstanding anything to the cortrary, no image(s) may be used in any manner without Licensor's prior written consent, and Client's holding of any image(s) constitutes Client's complete acceptance of this Agreement. The formetion, interpretation, and performance of this Agreement shall be governed by the laws of the state of California, excluding the conflict of laws rules of California. All paragraph captions in this Agreement are for reference only. and shall not be considered in construing this Agreement. This Agreement shall be construed in accordance with its terms and shall not be construed more favorably for or more strongly against Licensor or Client.

ASSIGNMENT DELIVERY MEMO

TO:

Brenda Hurst **Print Advertising** Nbc Universal

3000 W Alameda, Room C195

Burbank CA 91523

Usa

818-840-4783

MEMO# D2749 DATE: 6/23/04

P.O.#

JOB: Frankenstein

REP/AGENT: Maggie Hamilton / Hamilton Gray & Associates

DESCRIPTION: Cast of the TV film Frankenstien, photographed on 6/21/04 in New Orleans.

Vincent Perez, Parker Posey, Adam Goldberg, Thomas Kretschmann, Ivana Milicevic.

USE:

Exclusive unlimited usage rights are granted to the client only. These rights may not be transferred to a third party. Licensor retains the copyright to all Images and the right to use

any Images or derivative work for portfolio and promotional use.

MODEL RELEASE: None

All photos © Michael Grecco Photography, Inc./ Icon.

The enclosed image(s), listed below are submitted pursuant to the terms and conditions of Licensor's related

MAYERIALS DELIVERED:

Color contact sheet(s) Hard Drive containing 989Hi Resolution Images and thumbnails 72 1 TERMS OF DELIVERY: **TOTAL PIECES DELIVERED:** 73

- 1. Please check the Image count and sign and return a copy of this Agreement to Licensor. The Image count shall be considered correct unless Licensor is informed immediately of any alleged discrepancy.
- 2. The Image(s) shall be returned to Licensor by 6/24/2004.
- 3. Submission is conditioned on return of all Images undamaged. Client assumes all risk for the safe, prepaid return to Licensor. Proof of return delivery should be made.
- 4. In case of loss or damage of any original Image(s), Client and Licensor agree that the reasonable value of each original Image is \$2,500.00. An Image shall be considered an original if no high reproduction quality duplicate of the Image exists.
- 5. NO MODEL, PROPERTY, TRADEMARK, OR OTHER SUCH RELEASE EXISTS FOR ANY IMAGE(S) UNLESS LICENSOR SUBMITS TO CLIENT A SEPARATE RELEASE SIGNED BY A THIRD-PARTY MODEL OR PROPERTY

RETURN ALL MATERIAL TO:

Michael Grecco Michael Grecco Photography, Inc. 1701 Pier Avenue Santa Monica, CA 90405 310-452-4461

ACKNOWLEDGED AND ACCEPTED BY

ASSIGNMENT DELIVERY MEMO

TO:

Roger Motti **Account Executive**

Art Machine

9724 Washington Blvd., #203

Culver City CA 90232

310-845-1626

MEMO# D2752 **DATE:** 6/30/04

P.O.#

.JOB: Frankenstein

REP/AGENT: Maggie Hamilton / Hamilton Gray & Associates

DESCRIPTION: Cast of the TV film Frankenstien, photographed on 6/21/04 in New Orleans.

Vincent Perez, Parker Posey, Adam Goldberg, Thomas Kretschmann, Ivana Milicevic. USE:

Exclusive unlimited usage rights are granted to the client only. These rights may not be transferred to a third party. Licensor retains the copyright to all Images and the right to use

any images or derivative work for portfolio and promotional use.

MODEL RELEASE: None

All photos @ Michael Grecco Photography, Inc./ Icon.

The enclosed Image(s), listed below are submitted pursuant to the terms and conditions of Licensor's related invoice and/or estimate.

MATERIALS DELIVERED:

Hard Drive containing 989Hi Resolution Images and thumbnails

1

TERMS OF DELIVERY:

TOTAL PIECES DELIVERED:

- 1. Please check the Image count and sign and return a copy of this Agreement to Licensor. The Image count shall be considered correct unless Licensor is informed immediately of any alleged discrepancy.
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- 3. Submission is conditioned on return of all Images undamaged. Client assumes all risk for the safe, prepaid return to Licensor. Proof of return delivery should be made.
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- 5. NO MODEL, PROPERTY, TRADEMARK, OR OTHER SUCH RELEASE EXISTS FOR ANY IMAGE(S) UNLESS LICENSOR SUBMITS TO CLIENT A SEPARATE RELEASE SIGNED BY A THIRD-PARTY MODEL OR PROPERTY

RETURN ALL MATERIAL TO:

Michael Grecco Michael Grecco Photography, Inc. 1701 Pier Avenue Santa Monica, CA 90405 310-452-4461

ACKNOWLEDGED AND ACCEPTED BY

DATE

ASSIGNMENT DELIVERY MEMO

TO:

Tara Rice

Account Executive

Cold Open 1313 Innes Place

Venice CA 90291 310-399-3307

MEMO# D2753 DATE: 6/30/04

P.O.#

JOB: Frankenstein

REP/AGENT: Maggie Hamilton / Hamilton Gray & Associates

DESCRIPTION: Cast of the TV film Frankenstien, photographed on 6/21/04 in New Orleans.

USE:

Vincent Perez, Parker Posey, Adam Goldberg, Thomas Kretschmann, Ivana Milicevic.

Exclusive unlimited usage rights are granted to the client only. These rights may not be

transferred to a third party. Licensor retains the copyright to all Images and the right to use

any images or derivative work for portfolio and promotional use.

MODEL RELEASE: None

All photos

Michael Grecco Photography, Inc./ Icon.

The enclosed Image(s), listed below are submitted pursuant to the terms and conditions of Licenson's related

MATERIALS DELIVERED:

Hard Drive containing 989Hi Resolution Images and thumbnails

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TERMS OF DELIVERY:

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- 5. NO MODEL, PROPERTY, TRADEMARK, OR OTHER SUCH RELEASE EXISTS FOR ANY IMAGE(S) UNLESS LICENSOR SUBMITS TO CLIENT A SEPARATE RELEASE SIGNED BY A THIRD-PARTY MODEL OR PROPERTY

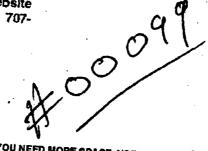
RETURN ALL MATERIAL TO:

Michael Grecco Michael Grecco Photography, Inc. 1701 Pier Avenue Santa Monica, CA 90405 310-452-4461

ACKNOWLEDGED AND ACCEPTED BY

FEE CHANGES

Fees are effective through June 30, 2002. After that date, check the Copyright Office Website at www.loc.gov/copyright or call (202) 707-3000 for current fee information.



For a Work of the Vieual Arts UNITED STATES COPYRIGHT OFFICE

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	Santa Monica, CA 90405	
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TWO DEPOSITS RECEIVED FUNDS RECEIVED

MORE ON BACK

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